dren shall be entitled to "a sufficiency from the estate" for their support for a year. The decedent had been adjudged bankrupt before his death and his estate has passed into the hands of the trustee. *Held*, the widow of the decedent is entitled to support from the estate for a year. *Hull* v. *Dicks*, 35 Sup. Ct. 152.

By this decision the Supreme Court has settled a much disputed question. Under § 70 (a) of the Bankruptcy Act the trustee is vested with the title of the bankrupt as of the date he was adjudged a bankrupt. And § 8 of the Act saves to the widow and children, all rights of dower and allowance fixed by the law of the State of the bankrupt's residence. Where the right asserted by the widow is to dower in the common law sense, it is clear that her claim is sound, *Porter* v. *Layear*, 109 U. S. 85; for dower in this respect, is a right in all real property of which the husband was seised of an estate of inheritance at any time during the coverture. 2 BLACKSTONE, COMM., 131; MINOR, REAL PROPERTY, § 260.

But where the wife claims allowance in the husband's personalty, or statutory dower in property which he owned at his death the case is not so clear. In the case of *Re McKenzie*, 142 Fed. 383, 15 Am. B. Rep. 679, a State statute provided for the widow's allowance out of personal property of which the husband died "seised and possessed." The husband was adjudged bankrupt and later died. His widow was denied allowance out of his personalty on the ground that the title to the husband's property had vested in the trustee and the husband did not die seised and possessed of any of it. But where a similar case arose in a State whose law granted the widow allowance out of property of which the husband died "seised in his own right," it was held that the trustee's title was for the purpose of sale and distribution only, and being of a particular and not of a general character it would not bar the wife's statutory allowance. *Re Slack*, 111 Fed. 523, 7 Am. B. Rep. 121. This is the view taken by the instant case.

An attempt was made in the lower court to distinguish the *Dicks* case from *Re McKenzie*, *supra*, on the ground that the statute governing the latter case employs words of more rigid and long-ascertained import. *Re Dicks*, 198 Fed. 293.

It has been suggested, that as the widow would get her allowance in any event where the husband dies before adjudication, Congress must have intended § 8 to apply where the husband dies after adjudication, for otherwise § 8 would be of no effect. See dissenting opinion of Adams, J., *Re McKenzie*, *supra*.

Section 8 is not unconstitutional for lack of uniformity. *Thomas* v. *Woods*, 173 Fed. 585, 23 Am. B. Rep. 132.

COMMON CARRIERS—CONTRACTS AGAINST NEGLIGENCE.—In an agreement between a railroad company and a landowner under which the former was to construct a spur track upon the latter's property situated outside of the railroad's right of way, the company was released from liability to the landowner for any damage to his property resulting from fires caused by the railroad's engines. *Held*, the contract is invalid in so far as the exemption relates to operations on the main track. *Car-*

olina, C. & O. R. Co. v. *Unaka Springs Lumber Co.* (Tenn.), 170 S. W. 591.

A railroad can not contract in derogation of its duty to the public as a common carrier. *St. Joseph, etc., R. Co.* v. *Ryan*, 11 Kan. 603; *Pacific R. Co.* v. *Seely*, 45 Mo. 212. It would seem that a contract by a railroad, exempting it from liability for loss by fire caused by the negligent operation of its engines, on the main track would come within this rule as opposed to public policy. *Thomason* v. *Kansas City, etc., R. Co.*, 122 La. 995, 48 South. 432. But the contrary has been held. *Mayfield* v. *Southern Ry.*, 85 S. C. 165, 67 S. E. 132.

When a railroad is not acting in its capacity as a common carrier, it has the same rights of contract as other corporations or persons, and may therefore contract for immunity from liability for the negligence of itself or servants. *Missouri, K. & T. R. Co.* v. *Carter*, 95 Tex. 461, 68 S. W. 159. Thus a railroad may contract with an express company that it shall not be liable for injuries to any of the express messengers due to the negligence of the railroad. *Baltimore & Ohio, etc., R. Co.* v. *Voight*, 176 U. S. 498. Where a railroad leases a part of its right of way for the erection of buildings thereon, an exemption from liability as to them for loss by fire caused by the engines of the railroad is valid. *Hartford Ins. Co.* v. *Chicago, etc., R. Co.*, 175 U. S. 91. And since a railroad in constructing a spur track is doing something that it is not bound to do by virtue of its character as a common carrier, it may validly exempt itself from liability for loss by fire caused by operations on the spur track, as such a contract does not operate to the prejudice of the public. *Mann* v. *Pere Marquette R. Co.*, 135 Mich. 210, 97 N. W. 721; *Mayfield* v. *Southern Ry., supra.* And the same rule applies where a railroad, under no obligation to continue the maintenance of a side track, but agrees to do so, is released from liability for loss by fire. *Porter* v. *N. Y., N. H. & R. Co.*, 205 Mass. 590, 91 N. E. 875.

The doctrine of the principal case appears to be sound, but such exemptions should be held void as contrary to public policy if they extend to fires caused by engines operating on the main track and in no way connected with the spur track. *Thomason* v. *Kansas City, etc., R. Co., supra.*

COMMON CARRIERS—PASSENGERS—DUTY TO AWAKEN AT DESTINATION.—The plaintiff, a passenger on the train of the defendant carrier, notified the conductor that owing to his physical condition he might possibly fall asleep. The conductor promised accordingly to awaken him at his destination but failed to do so. As a consequence the plaintiff was carried past his station and suffered inconvenience therefrom. *Held*, the defendant is liable. *Gilkerson* v. *A. C. L. R. Co.* (S. C.), 83 S. E. 592. See NOTES, p. 379.

CONSTITUTIONAL LAW—PEONAGE—LABOR CONTRACTS.—A statute provided that a person fined upon conviction for a misdemeanor, might confess judgment with a surety in the amount of the fine and costs, and might agree with the surety, in consideration of the latters payment of the